

Cost Estimate Approval forms shall be submitted to SOS not less than ten (10) calendar days prior to a project. The SOS project manager will approve or deny a project in writing within five (5) state working days of receipt.

All costs, including but not limited to, research, special project work, commissions, shipping, etc. must be completely detailed in any estimate submitted for approval. The estimate shall include any fee or commission for the Contractor or any subcontractor.

All purchases and expenditures made by the vendor shall be competitively bid, in accordance with current SOS guidelines for procurement of goods and services, and submitted to SOS on Cost Estimate Approval forms. When SOS guidelines require competitive bids, typically for purchases over \$5,000, whenever possible, the vendor shall provide appropriate bid documentation with the Cost Estimate Approval, along with the vendor's recommendation, for SOS's approval. The Contractor is encouraged to utilize certified HUBs listed in the state's Centralized Master Bidders List or other available HUB lists whenever possible, for all purchases, when the quality and cost is equal to or better than other bids.

5.4. PAYMENT

All payments are made in accordance with Texas Government Code §2251.001 et seq. Payments for Goods and Services (commonly known as the Prompt Payment Law). According to guidelines set forth by the Texas Comptroller of Public Accounts, the payment scheduling policy requires agencies to pay as close to the due date as possible in order to maximize fiscal benefits to the state. Payments are due in 30-days.

Unless otherwise indicated by SOS, payment is only by reimbursement upon satisfactory performance and delivery of goods and services.

Payment is contingent upon submission of a properly prepared invoice/expenditure report. The contract number/purchase order number must be shown on all invoices. The invoice shall include a detailed report indicating timelines for all activities (with associated task numbers) and services provided which are included in the invoice. Contractor services shall indicate specific personnel, hours worked and hourly rates as quoted. As noted above, the cost must have been pre-approved by SOS (in writing; hard copy or electronic). SOS project manager shall approve all activities invoiced before any payment will be processed. The information provided on each invoice/expenditure report must coincide with the tasks and cost categories outlined in the approved budget, as approved by the SOS.

Invoices may be submitted once every 30 days by email to SOSAaccountsPayable@sos.state.tx.us and the SOS Project Manager. Monthly invoices should be accompanied by the current Task Activity Plan,

The cost of services rendered or materials produced by organizations on SOS's behalf and not a part of the Contractor's organization (out-of-vendor expenditures) shall be billed at actual cost (i.e., long-distance telephone calls, mailing, shipping, photocopying, and printing). Contractor must submit copies of invoices from all subcontractor's work or materials supplied at net cost.

Advance payments for services will be provided to Contractor only for media air time or space when the activity cost is \$75,000.00 or more. Upon Contractor's receipt of printed verification from supplier of the media air time or space, Contractor shall invoice SOS and SOS shall pay such invoice within three business days from receipt. Other related fees such as Contractor's fees/commissions will be paid using the standard payment methods addressed in the Contract arising out of this RFP. Prepayments will be made using electronic transfer of state funds by the State Comptroller.

5.5. INSURANCE

All required bonds and insurance as specified in this RFP must be issued by companies or financial institutions which are financially rated A or better as rated by A.M. Best Company and duly licensed, admitted, and authorized to do business in the State of Texas. SOS shall be named as the Obligatee in each required bond and as an Additional Insured in each required insurance contract. Except as otherwise expressly provided herein, required coverage must remain in effect throughout the term of the Contract and provide full coverage for incidents discovered after termination of the contract. The Contractor must submit copies of each required insurance contract, and any renewals thereof, to SOS no later than January 1 of each year, except for the first year of the Contract in which the copies of the required insurance contracts must be submitted within fifteen (15) days after contract execution, or as otherwise provided herein. Contractors must submit required bonds when and as required by this RFP. The Contractor and/or insurance carrier must notify SOS of any cancellation of a policy or renewal 30 days prior to any expiration, cancellation and/or renewal date and failure to do so may be grounds for termination.

9-15

5.6. GENERAL LIABILITY INSURANCE

A Contractor must maintain general liability insurance coverage with limits of not less than one million dollars (\$1,000,000) for injury to any one person, two million dollars (\$2,000,000) for any one occurrence of personal injury, and one million dollars (\$1,000,000) for any one occurrence of property damage. A Contractor shall provide SOS with proof of such coverage upon execution of the definitive contract and thereafter no later than January 1st of each year such contract is in force.

5.7. ERRORS AND OMISSION INSURANCE

A Contractor must maintain professional liability errors and omissions insurance of not less than five hundred thousand dollars (\$500,000), to be in force and effect during the term of a definitive contract including any extension thereof and one year thereafter. **COVERAGE MUST INDEMNIFY SOS FOR DIRECT LOSS DUE TO ANY ERROR OR OMISSION CAUSED BY THE CONTRACTOR PARTIES (AS DEFINED LATER IN THIS RFP) REGARDLESS OF WHETHER SOLE OR CONCURRENT NEGLIGENCE OR FAULT OF ANY KIND ON THE PART OF THE STATE PARTIES (AS DEFINED LATER IN THIS RFP) IS DETERMINED TO EXIST. THE CONTRACTOR SHALL PROVIDE THE SOS WITH PROOF OF COVERAGE UNDER THIS SECTION 5.7 UPON EXECUTION OF SUCH CONTRACT AND THEREAFTER NO LATER THAT JANUARY 1ST OF EACH YEAR SUCH CONTRACT IS IN FORCE.**

5.8. PERFORMANCE BOND

Contractor shall, at the time of execution of the Contract, be required to provide a performance bond in the amount of ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$175,000) during the term of any definitive contract.

The bond must be maintained in full force and effect for the term of such contract. The bond shall be forfeited to SOS if the Contractor fails to perform as required by such contract.

The performance bond must be received by SOS not later than fifteen (15) days after execution of the definitive Contract.

5.9. TRAVEL EXPENSES

SOS may require weekly meetings at SOS headquarters and/or teleconferences to discuss status of implementation of the Task Activity Plan(s). Contractor will not be reimbursed for any travel expenses related to these status meetings.

The Contractor is expected to use its best efforts to minimize expenditures of state funds when traveling to fulfill its obligations under any Contract arising out of this RFP. The Contractor shall use its best efforts to secure the most advantageous airline, hotel and ground transportation rates available. Photocopies of receipts are required for all travel reimbursements, including meals. No reimbursement will be made for tips, gratuities, alcohol, valet parking, room service or any purchases not directly related to the purpose of the travel. Mileage reimbursement for use of a personal or company-owned vehicle will be at the rate established by the Texas State Comptroller of Public Accounts. Contractor must adhere to the State's travel guidelines as promulgated by the Texas State Comptroller of Public accounts, where commercially reasonable and obtain prior approval if unable to adhere to such travel guidelines resulting in higher costs.

<https://fmx.cpa.state.tx.us/fmx/travel/texttravel/index.php>

5.10. PERSONNEL CONTINUITY AND REPLACEMENT

SOS recognizes those events beyond the control of the Contractor such as the death, physical or mental incapacity, long-term illness, or the voluntary termination of employment of key personnel will require the Contractor to offer a replacement. In the event such a replacement is necessary, the Contractor agrees that personnel shall not begin work on the project without prior written approval from SOS.

The Contractor agrees that the project manager and key personnel assigned to all projects shall remain available throughout the entirety of each project and throughout the term of the Contract arising out of this RFP as long as those individuals are employed by the Contractor.

If SOS determines the project manager or key personnel are unable to perform in accordance with the service requirements or to communicate effectively, the Contractor shall immediately remove that person.

Proposed replacement personnel shall meet minimum qualifications and have experience comparable to the person(s) being replaced. Replacement personnel shall be provided at no additional cost to SOS. Resume(s) and reference(s) will be provided to SOS for the proposed replacement(s). SOS may reject

any replacement if references or past working performance is questionable or unfavorable. SOS will be the sole judge of the qualifications of the proposed replacement personnel.

5.11. QUALITY ASSURANCE PLAN

The Contractor shall provide a comprehensive, continuous, and measurable quality assurance plan. The plan shall include:

- Strategies and processes to promote quality;
- Procedures to periodically measure and report quality performance to SOS throughout the term of the Contract arising out of this RFP;
- Performing internal audits of the Contractor's operations;
- Employing external audit firms to conduct audits of the Contractor's operations when requested by SOS, provided that no expenditure for such audits shall be made without SOS's prior approval; and
- Controls to assure quality and consistency throughout the term of the contract arising out of this RFP.

5.12. DELIVERABLES

The Contractor shall submit:

- Products and materials as determined and agreed on through the task activity plan process;
- All documentation (i.e., reports, task activity plans, monthly reports, final reports) in a format approved by SOS. All documentation delivered shall be clear, concise, complete and in compliance with standards required the SOS Contract Manager;
- The monthly progress reports (described below) not later than ten (10) days after the end of each reporting period, save and except the HUB Progress Assessment Report which is due no later than the 16th day of the month for the prior month reporting period; and
- The final report (described below) summarizing the project activities, accomplishments and recommendations for a possible future voter education and outreach program.

5.13. REPORTS

The Contractor shall submit the following reports, as specified.

5.13.1 Monthly Reports

These reports shall be delivered to SOS no later than the 10th calendar day of each month and shall include the following:

- Tracking report - includes a log sheet which records all monthly media placements generated during the prior month's period including but not limited to number of media value generated, circulation, title of publication/program, title of article, media type, publication date description of activity that generated article/program;
- On Going and Complete Projects Update - a description and evaluation of all on-going projects and activities completed by the Contractor (including all necessary back-up) during the prior month's period, including but not limited to all services and work products (e.g., materials production/distribution, industry events, research, trade relations, special events, promotions cooperative marketing ventures, etc.);
- Budget Report - a monthly accounting of the prior month's expenditures, including the monthly service fee and all reimbursables by project/task, projected future expenditures, a cumulative total for the fiscal year and contract period, and an available budget balance for the remainder of the contract period and fiscal year;
- Subcontracting Report - a monthly report of all subcontracts awarded during the month, including HUBs and non-HUBs, the amount of each subcontract, subcontractor vendor identification numbers, the total dollar value of all subcontracts, and any payments made to such during the reporting period. The state's HUB Progress Assessment Report form shall be used to report this subcontractor information;
- Anticipated work schedule - identifies all projected activities and includes measurable objectives, an estimated budget, and per project cost estimates for all activities to be performed by the Contractor during the next month. No work on any activities shall be performed without the prior written approval of SOS;
- Complimentary Assistance Generated - total retail dollar value of all complimentary promotional assistance provided by SOS partners participating in cooperative marketing, promotional, and other activities under the contract;

- Texas State Library Filings report - a report and listing of all work products (e.g., brochures, films, recordings reports, documents, etc.) produced under the contract that may be subject to filing with the Texas State Library per the Texas Administrative Code, Title 13, Chapter 3, and delivery of sufficient quantities of qualifying products to SOS; and
- Contractor's Evaluations and Recommendations - Contractor's evaluation on all services (including all work projects and work products) performed under the Contractor's plan of action during the previous month and any recommendations for improvements, including plan revisions and additional services proposed for future implementation.

5.13.2 Media Reports

- Detailed projected media placement report prior to each phase; and
- Detailed actual media placement report after each phase.

5.13.3 Final Report

On or before January 31, 2013, the Contractor shall submit to SOS a written report that provides a comprehensive overview of the performance of the Contractor's representation services, including but not limited to, a review of all project activities, major accomplishments, performance summary (including all performance measures), industry awards received, final public awareness tracking, and recommendations for a possible future voter outreach program.

EXHIBIT 10

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BATES #

TEX 0525002 +

TEX 0525003

EXHIBIT 11



Georgia Secretary of State Brian P. Kemp



Photo Identification: Voter Identification Cards

Year	Cards Issued
2006	2,182
2007	4,229
2008	12,332
2009	2,473
2010	2,683
Grand Total	23,899



Photo Identification: Costs

Georgia Voter ID Card System	
2006 Initial Contract Amount	\$588,965.00
Annual Costs and Training, 2008 - 2010	\$169,370.25
Election Personnel Online Training	\$15,000
Grand Total	\$773,335.25

